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burial. And in accordance to this principle it was held in *Renheim v. Wright*, 25 N. E. 822 (Ind.), decided in 1890, in a case parallel to the present one, that mental anguish should be considered in awarding damages. Also *Wadsworth v. Telegraph Co.*, 86 Tenn. 695, where there was no pecuniary loss but only mental pain. Damages for mental anguish have been granted by the current weight of authorities. *Bessemer Land and Imp. Co. v. Jenkins*, 111 Ala. 135; *Am. & Eng. Ency. of Law*, Vol. 8, p. 54 (2nd edition); *Koerber v. Putek*, 102 N. W. 40 (Wis.); *Thurfield v. Mountain View Cemetery*, 12 Vt. 76. That a corpse is personal property is held in *Bogart v. City of Indianapolis*, 13 Ind. 135. Also a very strong case in favor of damages for mental pain is *Larson v. Chase*, 50 N. W. 238.

EMINENT DOMAIN—RIGHT OF WAY THROUGH CEMETERY. *R. R. Co. v. Forest Hill Cemetery Co.*, 94 SOUTHWESTERN 69 (TENN.)—*Held*, that "the wheels of commerce must stop at the grave." It was sought to have a right of way for the railroad condemned through a portion of the cemetery which had not as yet been used for burial purposes, for the reason that other available rights of way would be more difficult and more expensive to prepare.

HUSBAND AND WIFE—POWER TO CONTRACT.—*MATTHEWSON V. MATTHEWSON*, 79 CONN. 23. An action by a wife against her husband to recover the amount of a promissory note given to her.—*Held*, the right to make a contract carries with it a right to sue for its violation.

A contract between husband and wife is valid and an action for breach will lie, *George v. High*, 85 N. C. 99. Husband may lawfully borrow money from his wife and thereby become her debtor, *Rowland v. Plummer*, 50 Ala. 182. Where a husband borrowed money from his wife and gave his note, declaring it belonged to her separate estate, his estate is liable. *Bryant's Adm'r v. Bryant*, 66 Ky. (3 Bush.) 155. Also the husband's note is valid. *Logan v. Hall*, 19 Ia. 491. The husband's estate is liable for loans from the wife, *Whitford v. Daggett*, 84 Ill. 144; *Johnston's Adm'r v. Johnston*, 1 Grant's Cases, 468 (Penn.). It has been held that when a wife loaned money to her husband and he used it to pay off mortgages on property owned by both, that the wife could recover from his estate. *Greiner v. Greiner*, 35 N. J. Eq. (8 Stew.) 134. The husband's parol promise to repay a loan to the wife will be enforced in equity, *Schaffner v. Renter*, 39 Barb. (N. Y.) 44; and though there be no formal agreement or promise to repay, it was held to be a loan. *McNally v. Weld*, 30 Minn. 209. No express promise to pay is needed, it will be implied. *Steadman v. Wilbur*, 7 R. I. 481. It has been held where money is loaned by the wife to the husband an action cannot be maintained in law or in equity against his person or estate. *Woodward v. Spurr*, 141 Mass. 283. A woman cannot contract with or sue her husband. *Fowle v. Torrey*, 135 Mass. 87.

MASTER AND SERVANT—INJURIES TO SERVANT—ASSUMPTION OF RISK.—*SWARTS V. R. M. WILSON MFG. CO.*, 100 N. Y. Supp. 1051.—*Held*, that where an experienced servant complained on Monday of the manner in which the machine he tended was operated, and the master promised to remedy the matter on the following Saturday, and he was injured in the meantime owing to the condition complained of, he did not assume the risk. Nash and Williams, JJ., *dissenting*.

Cases on this point are in conflict. As a general rule if a servant continues in the service of his employer after he has knowledge of any unsuitable